

## TERMS AND CONDITIONS MACABAMA GROUP LLC

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Version 1.3 | Version Date: August 1<sup>st</sup>, 2024

**This document covers the Services of Macabama Group LLC and its trademarks:**

**Macabama Consulting™**  
**Macabama Media™**  
**Macabama Project M™**

**Dedicated Press Assistance™ = d.p.a.™**  
**Diamond Roses Records™**

### TERMS AND CONDITIONS AGREEMENT

This *Terms and Conditions* Agreement, along with our *Privacy & Return Policy* ([Macabama.com/PRP.pdf](https://www.Macabama.com/PRP.pdf)) constitutes a legally binding agreement (collectively, "Agreement") made between you, whether personally or on behalf of an entity ("user", "client" or "you") and Macabama Group LLC and its affiliated companies, Websites, applications, and tools (collectively, Macabama Group LLC, "Company" or "we" or "us" or "our"), concerning your access to and use of the Websites (<https://www.Macabama.com>, <https://www.Diamond-Roses.com>, <https://www.Diamond-Roses.de>) as well as any other media form, media channel, (mobile) website or (mobile) application related or connected thereto (collectively, the "Sites"); concerning the way services are commissioned by you or products are purchased by you via the Sites or other contact channels (like E-Mail, Whatsapp, etc.); concerning our Services. The Sites and we provide access to Services that are neither legal nor financial advice. Macabama Group LLC manages different high-profile **service trademarks** in areas that are crucial for **your success** (collectively "Company Services" or "Services") and manages different persons (like artists). Our Services (can) complement each other. Thus, we can be your one-stop shop regarding many services you need. Company Services can only be commissioned by persons deemed adults or legally capable of doing business or with the consent of their legal guardians. Supplemental terms and conditions or documents that may be posted on the Sites, are hereby expressly incorporated into this Agreement by reference.

Company makes no representation that the Sites are appropriate or available in other locations other than where they are operated by Company. The information provided on the Sites is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject Company to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Sites from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable. All users who are minors in the jurisdiction in which they reside (generally under the age of 18) are not permitted to use the Sites except their legal guardians permit the use and assume the respective liability.

YOU ACCEPT AND AGREE TO BE BOUND BY THIS AGREEMENT BY ACKNOWLEDGING SUCH ACCEPTANCE IN FORMS, BY SENDING E-MAIL(S), BY CONTACTING COMPANY IN OTHER WAYS (WHATSAPP, etc.), AND ALSO BY CONTINUING TO USE THE SITES. IF YOU DO NOT AGREE TO ABIDE BY THIS AGREEMENT, OR TO MODIFICATIONS THAT COMPANY MAY MAKE TO THIS AGREEMENT IN THE FUTURE, DO NOT USE OR ACCESS OR CONTINUE TO USE OR ACCESS THE COMPANY SERVICES OR THE SITES.

## VERBAL CONTRACTS AND IMPLIED CONTRACTS TO REDUCE FRICTION

Company and you agree to be bound by verbal and implied(-in-law) contracts. Thus, a contract is created by your words, actions, (conclusive) behavior, and the circumstances. The only condition is that a clear will is expressed by you and that acceptance is signaled by Company. You agree that no contract in writing is needed in order to form a legal agreement. You agree that a verbal or implied contract has the same legal force as a written contract. Company is allowed to withdraw acceptance for particular verbal or implied contracts without disclosing reasons. Company can demand a written contract or confirmation in writing at any time. You are not allowed to revoke a contract from the moment Company started to execute the contract due to the nature of services the company offers (tailor-made services, only).

## ELECTRONIC CONTRACTING AND ELECTRONIC SIGNATURES

Your use of the Sites and the Company Services includes the ability to enter into agreements or contracts or to make transactions, electronically. YOU ACKNOWLEDGE AND ACCEPT THE ELECTRONIC FORM OF AGREEMENT AND CONTRACTING AND AGREE THAT YOUR USE OF THE SITES OR YOUR CONTACT TO COMPANY CONSTITUTES YOUR AGREEMENT AND INTENT TO BE BOUND BY SUCH ELECTRONIC AGREEMENTS AND CONTRACTS AND TO PAY FOR COMPANY SERVICES COMMISSIONED, ELECTRONICALLY. YOUR AGREEMENT AND INTENT TO BE BOUND BY ELECTRONIC BEHAVIOUR APPLIES TO ALL COMPANY SERVICES, INCLUDING NOTICES OF CANCELLATION, POLICIES, CONTRACTS, AND APPLICATIONS. In order to access and retain your electronic records, you may need certain hardware and software, which are your sole responsibility.

You agree to accept, transmit and receive electronic signatures as rendered valid in the United States under the „*Electronic Signatures in Global and National Commerce Act*“ (E-Sign Act) of 2000 and the „*Uniform Electronic Transactions Act*“ (UETA) of 1999 as adopted by individual states.

## CONTACT, KYC, KYB, AND PURCHASE/ COMMISSIONING OF SERVICES

Upon contact and if deemed legally necessary, Macabama Group LLC will verify your identity to comply with legal requirements. By contacting Company, you agree to this authentication, known as Due Diligence Check and KYC or KYB, respectively. Upon contact, Company will evaluate your wishes or contact you to further inquire or specify your wishes. Then, Company informs you about the respective costs for the Company Services that you want to commission (“offer”). Upon acceptance, we start to work on the provision of the commissioned services. In case prices are communicated upfront via our Sites (“fix offer”), we start to work on the provision of the commissioned Services, directly. In these cases, prices are known upfront and by commissioning such Services you agree to the published prices. Company may refuse to work with particular clients for reasons that do not have to be disclosed.

## PAYMENT

Macabama Group LLC will bill you through a digital payment provider for Company Services. A payment link or payment details will be sent to you via e-mail, Whatsapp, or other channels you have used to contact us. COMPANY DOES NOT HAVE TO EXECUTE ANY COMPANY SERVICE BEFORE THE RESPECTIVE (DOWN) PAYMENT WILL HAVE BEEN MADE. By contacting Company, by

commissioning Company Services, or by opting for specific solutions, you agree to pay Company all charges at the prices communicated by Company for the specific Company Services which you or other persons using your identity commissioned, and you authorize Company to charge you, accordingly. You agree to make payments using Company's payment provider. If you have purchased a product or service that is subject to recurring charges then you agree to us charging your payment method on a recurring basis, without requiring your prior approval for each recurring charge until such time as you cancel the applicable product or service. Macabama Group LLC reserves the right to correct any errors or mistakes in pricing that it makes even if it has already requested or received payment. Sales tax will be added to the sales price of purchases as deemed required by Company. Company may change prices at any time without prior notice. All payments shall be in USD or EUR. If you want to pay in other currencies: Contact us.

## AS-IS COMPANY SERVICES, REFUND AND RETURN

Company offers tailor-made services. Whether or not specific solutions (will) work or will be helpful for a particular client or will be successful now (or in the future) is beyond the control of Company but depends on external factors, personal taste, etc. Company has no control over future or TO-BE developments: Solutions that work now can be rendered inappropriate in the future due to personal, economic, political, legal, social, and other changes. You acknowledge this fact and know that Company is no fortune teller. The Company Services are tailored to the needs of the customer. Therefore, a return or refund is excluded. Thus, all Company Services are final and irrevocable and no refunds shall be issued. Furthermore, you acknowledge that payments made in order to achieve a goal (for example, payments for Management Consulting to achieve economic success or payments for Political Consulting to achieve political success, or payments for music services to achieve success as an artist), are normally non-refundable even if the desired goal is not reached due to external factors. In case you are not satisfied with our services, we consider - at our own discretion - whether it is reasonable to offer free or non-free rework. Company does not guarantee any form of success linked to the Company Services and Company is neither liable nor responsible for adverse decisions made by third parties or external factors.

## REFERRAL FEES

Company can refer you to professional Third Parties (Legal Services and others) that might be capable to help you to realize your respective goals (for example: We can refer you to an expert of choice in the jurisdiction of choice in order to help you to form a company in the context of Management Consulting). Company has carefully built up a network of experts who are deemed to be helpful for our clients – always keeping in mind the client's benefit. However, where it is legally allowed, Company receives a Referral Fee for Referrals. Where it is legally prohibited, Company does not receive a Referral Fee for Referrals but refers clients without any compensation by the respective Third Party. You are accepting this fact.

## REGARDING PRODUCTS AND SERVICES

We have a broad academic and practical background. We provide Company Services which represent our best knowledge and skills. We give 100% for your success. We also know which basic material or information we need in order to provide you with adequate results. However, we want you to be aware of

the fact that the quality of the provided Services highly depends on the quality of the underlying material or information. You are responsible for the quality of the underlying material or information – we can only give advice regarding the underlying material or information. We are not liable for problems resulting from the quality of the underlying material or information or from missing information.

***Regarding Visual or Audio Services:***

We work with calibrated screens that display as accurately as possible the colors of visual media. But we cannot guarantee that your particular screen or monitor displays colors in an accurate way. We work with linear audio monitors in an acoustically measured and optimized environment that displays sound quite accurate. But we cannot guarantee that your particular audio system is capable of reproducing this setting and the respective results. We cannot guarantee that your particular environment and visual or sound systems display visual or audio materials, correctly.

***Limitation, reasonable Exclusion in case of Scarcity:***

We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any Products or Services that we offer. All descriptions of Services or Service Prices (“fixed offers”) are subject to change at any time without notice - at our sole discretion. We reserve the right to discontinue any product or service at any time. Any offer for any product or service made on the Sites is void where prohibited. We do not warrant that the quality of any Services purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected (see: Privacy and Refund Policy).

## USER REPRESENTATIONS

By using the Sites or commissioning Company Services, you represent and warrant that:

- A. all information you submit is truthful and accurate;
- B. you will maintain the accuracy of such information;
- C. you are not a minor in the jurisdiction in which you reside, or if a minor, you have received parental permission to use our Sites or commission Company Services; and
- D. your use of the Company Services does not violate any applicable law or regulation.

You also agree to: (a) provide true, accurate, current, and complete information about yourself and (b) promptly update data to keep it true, accurate, current, and complete. If you provide any information that is untrue, inaccurate, not current, or incomplete, or Company has reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete, Company has the right to suspend or terminate contact and refuse any and all current or future use of the Sites or Company Services.

***Provided Personal Information***

Regarding private information you provide to Company via the Sites or via other contact channels like telephone, mail, chat, or personal meeting in a non-public manner: Our Privacy Policy provides further information regarding Company's data handling: <https://www.Macabama.com/PRP.pdf>

***Suggestions and Feedback***

You acknowledge and agree that any comments, suggestions, ideas, feedback or other information about the Sites or the Company Services ("Feedback") provided by you to us are non-confidential and Macabama Group LLC shall be entitled to the unrestricted use of this information for any purpose, commercial or otherwise, without acknowledgment or compensation to you (like: optimization of criticized services).

***Your material and information combined with our Services and the use of the Results***

We reserve the right, at our sole discretion, to use the material that has partly or completely been created or edited for the client by us free of charge for our own Marketing, PR, and advertisement purposes. We may, at our sole discretion, edit the material (e.g. shorten it or create collages). We may use the material without any spatio-temporal limitations or restrictions. We may mention names of companies, artists, or politicians who work(ed) with us. We may use their logos to promote our Services. We will surely never publish sensitive material but only material that we can assume was originally meant for public purposes. Example: An artist who wants us to mix a song and has the intention to publish this song gives us the right to use this song to promote our services. A politician who wants us to create an image film for the public sphere also allows us to use such material to promote our Services.

***Submissions and Contributions:***

We may, but have no obligation to, monitor, edit or remove contents that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violate any party's intellectual property or these Terms and Conditions. You agree that submitted material will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that submitted material will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Company. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any material. You are solely responsible for any material you submit and its quality and accuracy. We take no responsibility and assume no liability for any material submitted by you or any third-party.

We may invite you to publicly chat or participate in blogs, message boards, online forums and other functionality and may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute or broadcast content and materials to our Sites and/or to or via the Sites' forms, emails, chat agents, popups, including, without limitation, text, writings, video, audio, photographs, graphics, comments, suggestions or personally identifiable information or other material (collectively "Contributions"). Any Contributions you publish, publicly, (for example: On a Social Media platform) are treated as non-confidential and this allows us to assume that this information is intended to be publicly

visible, available, non-confidential, and non-proprietary. When you create or make available a public Contribution, you, thereby, represent and warrant that:

- A. the creation, distribution, transmission, public display and performance, accessing, downloading and copying of your Contribution does not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret or moral rights of any third party;
- B. you are the creator and owner of or have the necessary licenses, rights, consents, releases and permissions to use and to authorize Macabama Group LLC and the Sites' users to use your Contributions as necessary to exercise the licenses granted by you under this Agreement;
- C. you have the written consent, release, and/or permission of each and every identifiable individual person in the Contribution to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of the Contribution in the manner contemplated by our Sites;
- D. your Contribution is not obscene, lewd, lascivious, filthy, violent, harassing or otherwise objectionable (as determined by us), libelous or slanderous, does not ridicule, mock, disparage, intimidate or abuse anyone, does not advocate the violent overthrow of any government, does not incite, encourage or threaten physical harm against another, does not violate any applicable law, regulation, or rule, and does not violate the privacy or publicity rights of any third party;
- E. your Contribution does not contain material that solicits personal information from anyone under 18 or exploit people under the age of 18 in a sexual or violent manner, and does not violate any federal or state law concerning child pornography or otherwise intended to protect the health or well-being of minors;
- F. your Contribution does not include any offensive comments that are connected to race, national origin, gender, sexual preference or physical handicap;
- G. your Contribution does not otherwise violate, or link to material that violates, any provision of this Agreement or any applicable law or regulation.

## CONTRIBUTION LICENSE

By posting Contributions to any part of the Sites, or making them accessible to the Sites, you automatically grant, and you represent and warrant that you have the right to grant to Macabama Group LLC an unrestricted, unconditional, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right and license to host, use, copy, reproduce, disclose, sell, resell, publish, broadcast, retitle, archive, store, cache, publicly perform, publicly display, reformat, translate, transmit, excerpt (in whole or in part) and distribute such Contributions (including, without limitation, your image and voice) for any purpose, commercial, advertising, or otherwise, to prepare derivative works of, or incorporate into other works, such Contributions, and to grant and authorize sublicenses of the foregoing. The use and distribution may occur in any media formats and through any media channels. Such use and distribution license will apply to any form, media, or technology now known or hereafter developed, and includes our use of your name, company name, and franchise name, as applicable, and any of the trademarks, service marks, trade names, and logos, personal and commercial images you provide. Company does not assert any ownership over your Contributions; rather, as between us and you, subject to the rights granted to us in this Agreement, you retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We will not use your Contribution in a way that infringes on your rights and always process your personal information lawfully and with your consent as laid out in our Privacy and Return Policy. Company has the right, in

our sole and absolute discretion, to (i) edit, redact or otherwise change any Contributions, (ii) re-categorize any Contributions to place them in more appropriate locations or (iii) pre-screen or delete any Contributions that are determined to be inappropriate or otherwise in violation of this Agreement. By uploading your Contributions to the Sites, you hereby authorize Company to grant to each end user a personal, limited, no-transferable, perpetual, non-exclusive, royalty-free, fully-paid license to access, download, print, and otherwise use your Contributions for their internal purposes and not for distribution, transfer, sale or commercial exploitation of any kind.

## GUIDELINES FOR REVIEWS

Macabama Group LLC may accept, reject, or remove reviews in its sole discretion. We have absolutely no obligation to screen reviews or to delete reviews, even if anyone considers reviews objectionable or inaccurate. Those persons posting reviews should comply with the following criteria: (1) reviewers should have firsthand experience with the person/entity being reviewed and they mustn't mix up responsibilities, e.g. Macabama Group LLC should not receive a negative review if not Macabama Group LLC but the client itself, or our partners or state authorities are responsible for a negative experience (2) reviews should not contain: offensive language, profanity, or abusive, racist, or hate language; discriminatory references based on religion, race, gender, national origin, age, marital status, sexual orientation or disability; or references to illegal activity; (3) reviewers should not be affiliated with competitors if posting negative reviews; (4) reviewers should not make any conclusions as to the legality of conduct; and (5) reviewers may not post any false statements or organize a campaign encouraging others to post reviews, whether positive or negative. Reviews are not endorsed by Macabama Group LLC, and do not represent the views of Macabama Group LLC or of any affiliate or partner of Company. Macabama Group LLC does not assume liability for any review or for any claims, liabilities or losses resulting from any review. By posting a review, the reviewer hereby grants to Company a perpetual, non-exclusive, worldwide, royalty-free, fully-paid, assignable and sublicensable license to reproduce, modify, translate, transmit by any means, display, perform and/or distribute all content relating to reviews or reviews themselves.

## ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if the information made available on the Sites is not accurate, complete or current. Due to the fact that our products are highly customized, the general texts and materials on the Sites are provided for general information, only, and should not be used as the sole basis for making decisions. You should consult us for more accurate and specific information. Any reliance on the material on the Sites without consulting us for more accurate or specific information is at your own risk. The Sites may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of the Sites at any time, but we have no obligation to update any information on the Sites. You agree that it is your responsibility to monitor changes to our Sites.

## PROHIBITED ACTIVITIES

You may not access or use the Sites for any other purpose other than that for which Company makes it available. The Sites may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by Company. Prohibited activity includes, but is not limited to:

- A. attempting to bypass any measures of the Sites designed to prevent or restrict access to the Sites, or any portion of the Sites
- B. attempting to impersonate another person or using the (user)name of another person
- C. criminal or tortious activity
- D. deciphering, decompiling, disassembling or reverse engineering any of the software comprising or in any way making up a part of the Sites
- E. deleting the copyright or other proprietary rights notice from any Sites' content
- F. engaging in any automated use of the system, such as using any data mining, robots or similar data gathering and extraction tools
- G. except as may be the result of standard search engine or Internet browser usage,
- H. using or launching, developing or distributing any automated system, including, without limitation, any spider, robot (or "bot"), cheat utility, scraper or offline reader that accesses the Sites, or using or launching any unauthorized script or other software
- I. harassing, annoying, intimidating or threatening any Company managers, employees or agents engaged in providing any portion of the Company Services to you
- J. interfering with, disrupting, or creating an undue burden on the Sites or the networks or services connected to the Sites
- K. making any unauthorized use of the Company Services or Sites, including collecting names and/or email addresses of clients or users by electronic or other means for the purpose of sending unsolicited email, or sending inquiries by automated means or under false pretenses
- L. systematic retrieval of data or other content from the Sites to create or compile, directly or indirectly, a collection, compilation, database or directory without written permission from Company
- M. tricking, defrauding or misleading Company or other persons, especially in any attempt to learn sensitive information such as passwords, strategies, etc.
- N. using any information obtained from the Sites in order to harass, abuse, or harm another person
- O. using the Company Services as part of any effort to compete with Company or to provide services as a service bureau
- P. Pretending to be a (potential) client to gather information or using the contact channels provided by Company to forward unsolicited spam or advertisements.
- Q. using the Sites in a manner inconsistent with any and all applicable laws and regulations

## INTELLECTUAL PROPERTY RIGHTS

The content on the Sites ("Macabama Group LLC Content") and the trademarks, service marks and logos contained therein ("Marks") are owned by or licensed to Macabama Group LLC, and are subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. Macabama Group LLC Content, includes, without limitation, all source code, databases, functionality, software, Sites' designs, audio, video, text, photographs and graphics. All Macabama Group LLC graphics, logos, designs, page headers, button icons, scripts and service names are registered



trademarks, common law trademarks or trade dress of Macabama Group LLC or licensed to Company in the United States and/or other countries. Company's trademarks and trade dress may not be used, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion and may not be copied, imitated, or used, in whole or in part, without the prior written permission of Company. Macabama Group LLC Content on the Sites is provided to you "AS IS" for your information and personal use only and may not be used, copied, reproduced, aggregated, distributed, transmitted, broadcasted, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. Provided that you are eligible to use the Sites, you are granted a limited license to access and use the Sites and the Macabama Group LLC Content and to download or print a copy of any portion of the Macabama Group LLC Content to which you have properly gained access solely for your personal, non-commercial use. Macabama Group LLC reserves all rights not expressly granted to you in and to the Sites and regarding Macabama Group LLC Content and trademarks.

### THIRD PARTY WEBSITES AND CONTENT

The Sites contains (or you may be sent through the Sites or the Company's Services) links to other websites ("Third Party Websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software and other content or items belonging to or originating from third parties (the "Third Party Content"). Such Third Party Websites and Third Party Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third Party accessed through the Sites or any Third Party Content posted on, available through or installed from the Sites, including the content, accuracy, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the Third Party Websites or the Third Party Content. Inclusion of, linking to or permitting the use or installation of any Third Party Websites or any Third Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Sites and access the Third Party Websites or Apps (like Whatsapp) or to use or install any Third Party Content, you do so at your own risk and you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any websites to which you navigate from the Sites or relating to any applications you use or install from the Sites. Any purchases you make through Third Party Websites will be through other websites and from other companies, and Macabama Group LLC takes no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party.

### SITE MANAGEMENT

Macabama Group LLC reserves the right but does not have the obligation to:

- A. monitor the Sites for violations of this Agreement;
- B. take appropriate legal action against anyone who, in Macabama Group LLC's sole discretion, violates this Agreement, including without limitation, reporting such user to law enforcement authorities;

- C. in Macabama Group LLC's sole discretion and without limitation, refuse, restrict access to or availability of, or disable (to the extent technologically feasible) any user's contribution or any portion thereof that may violate this Agreement or any Macabama Group LLC policy;
- D. in Company's sole discretion and without limitation, notice or liability to remove from the Sites or otherwise disable all files and content that are excessive in size or are in any way burdensome to Macabama Group LLC's systems;
- E. otherwise manage the Sites in a manner designed to protect the rights and property of Macabama Group LLC and others and to facilitate the proper functioning of the Sites.

## TERM AND TERMINATION

This Agreement shall remain in full force and effect while you use the Sites or are otherwise a user of the Sites or Company Services, as applicable.

WITHOUT LIMITING ANY OTHER PROVISION OF THIS AGREEMENT, COMPANY RESERVES THE RIGHT TO, IN COMPANY'S SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SITES AND THE COMPANY SERVICES, TO ANY PERSON FOR ANY REASON OR FOR NO REASON AT ALL, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY OR COVENANT CONTAINED IN THIS AGREEMENT, OR OF ANY APPLICABLE LAW OR REGULATION, AND COMPANY MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SITES AND THE COMPANY SERVICES, DELETE ANY CONTENT OR INFORMATION THAT YOU HAVE POSTED OR TRANSFERRED AT ANY TIME, WITHOUT WARNING, IN COMPANY'S SOLE DISCRETION.

In order to protect the integrity of the Sites and Company Services, Company reserves the right at any time in its sole discretion to block certain IP addresses from accessing the Sites and Company Services.

Any provisions of this Agreement that, in order to fulfill the purposes of such provisions, need to survive the termination or expiration of this Agreement, shall be deemed to survive for as long as necessary to fulfill such purposes.

YOU UNDERSTAND THAT CERTAIN STATES ALLOW YOU TO CANCEL THIS AGREEMENT, WITHOUT ANY PENALTY OR OBLIGATION, AT ANY TIME PRIOR TO MIDNIGHT OF COMPANY'S THIRD BUSINESS DAY FOLLOWING THE DATE OF THIS AGREEMENT, EXCLUDING SUNDAYS AND HOLIDAYS. TO CANCEL, CONTACT THE COMPANY VIA E-MAIL USING THE CONTACT INFORMATION BELOW IN THIS AGREEMENT. THIS SECTION APPLIES ONLY TO INDIVIDUALS RESIDING IN STATES WITH SUCH LAWS.

If Company terminates or suspends contact for any reason, you are prohibited from contacting the company anew under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending contact, Company reserves the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

## MODIFICATIONS

### *To Agreement*

Company may modify this Agreement from time to time. Any and all changes to this Agreement will be posted on the Sites and revisions will be indicated by date. You agree to be bound to any changes to this Agreement when you use the Sites or Company Services after any such modification becomes effective. Company may also, in its discretion, choose to alert all clients by e-mail of such modifications. You agree that you will periodically check the Sites for updates to this Agreement and you will read the messages we send you to inform you of any changes. Modifications to this Agreement shall be effective after posting.

### *To Services*

Company reserves the right at any time to modify or discontinue, temporarily or permanently, the Company Services (or any part thereof) with or without notice. You agree that Company shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Company Services.

## GOVERNING LAW | DISPUTES...

### *Disputes Between Users*

If there is a dispute between users of the Sites, or between users and any third party, you understand and agree that Company is under no obligation to become involved. In the event that you have a dispute with one or more other users of the Sites, you hereby release Company, its managers, officers, employees, agents, and successors in rights from claims, demands, and damages (actual and consequential) of every kind or nature, known or unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes and/or the Company Services.

### *Disputes With Company*

**A. Governing Law; Jurisdiction.** This Agreement, the Sites (if applicable), and Company Services shall be governed by and construed in accordance with the internal laws of the State of New Mexico, without regard to conflict of law provisions. With respect to any disputes or claims not subject to informal dispute resolution or arbitration (as set forth below), you agree not to commence or prosecute any action in connection therewith other than in the state and federal courts located in Bernalillo County, State of New Mexico, and you hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to, venue and jurisdiction in such state and federal courts. Application of the United Nations Convention on Contracts for the International Sale of Goods is excluded from this Agreement since its focus are goods and not services. Additionally, application of the Uniform Computer Information Transaction Act (UCITA) is excluded from this Agreement. In no event shall any claim, action or proceeding by you related in any way to the Sites or Company Services be instituted more than five (5) months after the cause of action arose.

**B. Informal Resolution.** To expedite resolution and control the cost of any dispute, controversy or claim related to this Agreement ("Dispute") or Company Services, you and Company agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) days before initiating any arbitration or court proceeding. Such informal negotiations commence upon written notice from one company or person to the other.

**C. Binding Arbitration.** If you and Company are unable to resolve a Dispute through informal negotiations, either you or Company may elect to have the Dispute (except those Disputes expressly excluded below) finally and exclusively resolved by binding arbitration. Any election to arbitrate by one party shall be final and binding on the other. YOU UNDERSTAND THAT ABSENT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"), both of which are available at the AAA website [www.adr.org](http://www.adr.org). The determination of whether a Dispute is subject to arbitration shall be governed by the Federal Arbitration Act and determined by a court rather than an arbitrator. Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Consumer Rules and, where appropriate, limited by the AAA Consumer Rules. If such costs are determined by the arbitrator to be excessive, Company will pay all arbitration fees and expenses. The arbitration may be conducted in person, through the submission of documents, by phone or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by a party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except where otherwise required by the applicable AAA rules or applicable law, the arbitration will take place in Bernalillo County, State of New Mexico. Except as otherwise provided in this Agreement, you and Company may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.

**D. Restrictions.** You and Company agree that any arbitration shall be limited to the Dispute between Company and you, individually. To the full extent permitted by law, (1) no arbitration shall be joined with any other; (2) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (3) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

**E. Exceptions to Informal Negotiations and Arbitration.** You and Company agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (1) any Disputes seeking to enforce or protect, or concerning the validity of any of the Company's intellectual property rights; (2) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy or unauthorized use of Macabama Group LLC Content or property; and (3) any claim for injunctive relief.

If this Section is found to be illegal or unenforceable then neither you nor Company will elect to arbitrate any Dispute falling within that portion of this Section found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and you and Company agree to submit to the personal jurisdiction of that court.

## CORRECTIONS

Occasionally there may be information on the Sites that contains typographical errors, inaccuracies or omissions that may relate to Service descriptions, pricing, availability, and various other information. Company reserves the right to correct any errors, inaccuracies or omissions and to change or update the information at any time, without prior notice.

## DISCLAIMER

The Sites and the Company Services may not be used by persons who are subject to any jurisdiction that prohibits access to such Services (e.g. due to nationality, residency, or other reasons). The Sites, the Company Services, and the Macabama Group LLC Content are not intended for distribution to, or use by, any person or entity in jurisdictions or states where the usage is opposing law or which would subject Macabama Group LLC or its subsidiaries, or affiliates, to any registration requirement within such jurisdiction or state. The Macabama Group LLC Content and the Sites do not recommend or offer any form of investment product, investment service, or security. All Macabama Group LLC Content is provided without guarantee and does not claim to be reliable or complete. Macabama Group LLC Content should not form the basis of any legal decision; nor should it replace detailed advice in individual legal cases. We recommend seeking additional (legal) advice before making any decisions on the basis of Macabama Group LLC Content or on the basis of statements by Macabama Group LLC in general. Macabama Group LLC cannot be held accountable for loss that arises from reliance on the Macabama Group LLC Content. Any liability for loss or damage of any kind that may result from accessing Macabama Group LLC Content, its use/non-use, or application/non-application is excluded. Company cannot control the nature of all of the content available on the Sites. By operating the Sites, Company does not represent or imply that Company endorses any blogs, contributions or other content available on or linked to by the Sites, including without limitation content hosted on third party websites or provided by third party applications, or that Company believes contributions, blogs or other content to be accurate, useful or non-harmful. We do not control and are not responsible for unlawful or otherwise objectionable content you may encounter on the Sites or in connection with any contributions. The Company is not responsible for the conduct, whether online or offline, of any user of the Sites or Company Services.

YOU AGREE THAT YOUR USE OF THE SITES AND COMPANY SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, COMPANY, ITS MANAGERS, OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITES AND THE COMPANY SERVICES AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SITES CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO OUR SITES AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (A) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (B) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SITES, (C) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (D) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITES OR COMPANY SERVICES, (E) ANY

BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SITES BY ANY THIRD PARTY, AND/OR (F) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITES. COMPANY DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITES OR ANY HYPERLINKED SITES OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND COMPANY WILL NOT BE A LEGALLY RELEVANT PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

### LIMITATIONS OF LIABILITY

IN NO EVENT SHALL COMPANY OR ITS MANAGERS, MEMBERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SITES OR COMPANY SERVICES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, COMPANY'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE FEES OR COMMISSION PAID, IF ANY, BY YOU TO COMPANY FOR THE COMPANY SERVICES (= THE AMOUNT THAT REMAINS WITH THE COMPANY = THE AMOUNT PAID LESS THIRD PARTY SHARES, THIRD PARTY FEES, THIRD PARTY COSTS, THIRD PARTY COMMISSIONS, ETC.) DURING THE PERIOD OF FOUR (4) WEEKS PRIOR TO ANY CAUSE OF ACTION ARISING – WHETHER THE FEES OR COMMISSION WERE EXPLICITLY STATED AND SEPARATED FROM THIRD PARTY SHARES, FEES, COSTS OR THIRD PARTY COMMISSIONS IN AN INVOICE (AS A SEPARATE POSITION OR SEPARATE POSITIONS) OR NOT.

THIS BEING SAID, YOU ACKNOWLEDGE AND AGREE THAT COMPANY DOES NOT MAKE DECISIONS FOR YOU. WE ARE A SERVICE PROVIDER. YOU HAVE TO DECIDE ON YOUR OWN WHETHER AND HOW YOU USE THE PROVIDED SERVICES. YOU ARE RESPONSIBLE FOR YOUR OWN DECISIONS AS WELL AS FOR THE CHOICES YOU MAKE REGARDING PARTICULAR OPTIONS: YOU ALWAYS HAVE THE FREEDOM TO REJECT OPTIONS AND WE REPEAT OUR RECOMMENDATION TO SEEK ADDITIONAL (LEGAL) ADVICE BEFORE MAKING ANY DECISION ON THE BASIS OF COMPANY SERVICES.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

## INDEMNITY

You agree to defend, indemnify and hold Company, its subsidiaries, trademarks, and affiliates, and their respective managers, members, officers, agents, partners and employees, harmless from and against, any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of your contributed content, use of the Company Services, and/or arising from a breach of this Agreement and/or any breach of your representations and warranties set forth above. Notwithstanding the foregoing, Company reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Company, and you agree to cooperate, at your expense, with Company's defense of such claims. Company will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

## NOTICES

Except as explicitly stated otherwise, any notices given to Company shall be given by email to the address listed in the contact information below. Any notices given to you shall be given to the email address you provided during the onboarding process, or another address as each party may specify. Notice shall be deemed to be given twenty-four (24) hours after the email is sent, unless the sending party is notified that the email address is invalid. We may also choose to send notices by regular mail or by other means (like Whatsapp), whichever applies.

## USER DATA

Our Sites will maintain certain data that you transfer to the Sites for the purpose of the performance of the Company Services, as well as data relating to your use of the Company Services. Although we perform regular routine backups of data, you are primarily responsible for all data that you have transferred or that relates to any activity you have undertaken using the Company Services. You agree that Company shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against Company arising from any such loss or corruption of such data. You acknowledge that this section is supplemented by our separate Privacy Policy.

## MISCELLANEOUS

This Agreement constitutes the entire agreement between you and Company regarding the use of the Sites and the Company Services. The failure of Company to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect. This Agreement operates to the fullest extent permissible by law. This Agreement and your client account may not be assigned by you

without our express written consent. Company may assign any or all of its rights and obligations to others at any time. Company shall not be responsible or liable for any loss, damage, delay or failure to act caused by any cause beyond Company's reasonable control.

## SEVERABILITY

If any provision or part of a provision of this Agreement is unlawful, void or unenforceable, that provision or part of the provision is deemed severable from this Agreement and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and Company as a result of this Agreement or use of the Sites and Company Services. Upon Company's request, you will furnish Company any documentation, substantiation or releases necessary to verify your compliance with this Agreement. You agree that this Agreement will not be construed against Company by virtue of having drafted the Agreement. You hereby waive any and all defenses you may have based on the electronic form of this Agreement and the lack of signing by the parties hereto to execute this Agreement.

## CONTACT US

In order to resolve a complaint regarding the Company Services or to receive further information regarding the use of the Sites, please contact Company as set forth below or, if any complaint with us is not satisfactorily resolved, and you are a California resident, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs in writing at 400 "R" Street, Sacramento, California 95814 or by telephone at 1-916-445-1254.

### Macabama Group LLC

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